

# EXHIBIT B



September 16, 2013

**By FACSIMILE, EMAIL, and Courier with Proof of Delivery**

Glasswall, LLC  
3550 N. W. 49th Street  
Miami, FL 33142  
Attn: Mr. Ugo Colombo, Chairman

**NOTICE OF DEFAULT**

Re: (a) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel B" (Bond No. K08840258) and, (b) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel A" (Bond No. K08840295)

Dear Mr. Colombo:

This letter shall serve as written notice of default for both of the above referenced agreements pursuant to article 7.2 thereof for failure to comply with article 9.3 production and shipment dates. Article 9.3 of the Parcel A agreement states:

*"Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on September 1, 2013. With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job."*

Article 9.3 of the Parcel B agreement states:

*"Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on July 1, 2013. With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job."*

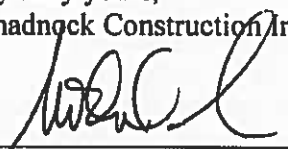
Over the course of the last few months, we have conducted numerous inspections of Glasswall's production facilities in Miami to determine the state of production of the work required under the agreements. In our conversations with facilities' personnel, and thru our own observations, we question the ability, competency and willingness of Glasswall to meet its contractual obligations.

It was and is apparent to us that production has not commenced in a manner that would permit for the delivery of the window assemblies in the foreseeable future. We have asked for adequate assurances that Glasswall will comply with its contractual obligations to timely deliver the window wall assemblies to the project but Glasswall has been unresponsive to our concerns. We have frequently asked for a recovery, production and delivery schedule but have not received one to date.

Glasswall has repeatedly promised to commence production and delivery of the window wall assemblies but to date, not a single window assembly has been delivered to the projects. As recently as August 16, 2013, your attorney, Clinton D. Flagg, sent us a letter representing that "completed window assemblies" will be ready to ship by Glasswall to the project on September 1, 2013. September 1<sup>st</sup> came and went and no windows have been shipped to the Project. Glasswall's failure to meet its contractual obligations has impacted other aspects of our construction. Continued delays are causing us continued damage.

In accordance with article 7.2.1 you are directed to correct the default under article 9.3 within seven (7) working days by delivering the window assemblies as per your contract requirements.

Very truly yours,  
Monadnock Construction Inc.

By:   
Nicholas Lembo, President.

cc: Henry Minissale, Westchester Fire Insurance Company/Ace USA  
Frank Monterisi, The Related Companies  
Michael Trovini, The Related Companies  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.





September 16, 2013

**By FACSIMILE, EMAIL, and Courier with Proof of Delivery**

Westchester Fire Insurance Company/ACE USA  
PO Box 5108  
Scranton, PA 18505-0525  
Henry Minissale, claims

**PERFORMANCE BONDS SECTION 3.2 NOTICE**

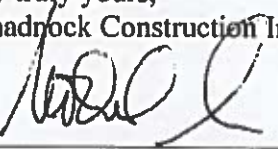
Re: (a) Performance Bond No. K08840258 dated February 11, 2013 regarding the project known as HPS "Parcel B" 1-55 Borden Avenue, Long Island City, New York and (b) Performance Bond No. K08840295 dated February 12, 2013 regarding the project known as HPS "Parcel A" 1-50 50th Avenue, Long Island City, New York.

Dear Mr. Minissale:

Enclosed herewith is a copy of a Notice of Default we sent Glasswall LLC earlier today. This letter shall serve as the notifications to Westchester Fire Insurance Company pursuant to section 3.2 of the above referenced Performance Bond No. K08840258 and Performance Bond No. K08840295 that Glasswall has been declared in default.

Please be guided accordingly

Very truly yours,  
Monadnock Construction Inc.

By:   
Nicholas Lembo, President.

cc: Ugo Colombo, Glasswall, LLC  
Frank Monterisi, The Related Companies  
Michael Trovini, The Related Companies  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.







October 23, 2013

Glasswall, LLC  
3550 N.W. 49<sup>th</sup> Street  
Miami, FL 33142  
Attn: Mr. Ugo Colombo, Chairman

Re: (a) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel A" (Bond No. K08840295) and, (b) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel B" (Bond No. K08840258)

**NOTICE OF CONTINUING DEFAULT**

This letter shall serve as written notice of continuing default for both of the above referenced agreements pursuant to Article 7.2.1 thereof.

As you are well aware, the Glasswall contracts required Glasswall to ship window assemblies to Parcel B of the Hunters Point South project starting on July 1, 2013 and to Parcel A starting on September 1, 2013. Glasswall could not meet those dates. On March 15, 2013 the project schedule was updated and reflected window assembly delivery start dates of August 7, 2013 for Parcel B and of August 29, 2013 for Parcel A. Glasswall advised us that it would not be able to meet those delivery start dates either. Finally, on or about June 11, 2013, Glasswall promised window assemblies delivery start dates of September 15, 2013 for Parcel B and October 1, 2013 for Parcel A, but those dates have also passed without any window assembly deliveries.

Both prior to and subsequent to the issuance of our September 16, 2013 Notice of Default, we asked Glasswall for a "recovery schedule" (without prejudice to or waiver of our contract rights) that would speed up the rate of delivery of window assemblies so that, minimally, the delays to the project could be minimized. While this wouldn't eliminate the damages we are suffering, it could, potentially, mitigate them. The various proposed schedules Glasswall has submitted, however, have failed to "recover" the contract time for window assembly deliveries.

Since window assembly delivery is on the critical path of the construction schedule, delays in their delivery have impacts on the follow-on trades such as carpenters, plumbers, electricians, sheet metal tin knockers and sprinkler fitters. Moreover, our TCO dates have been pushed out and this will cause substantial delay damages including, but not limited to, extended field costs, extended overhead costs, trade delay claims, extended financing costs and loss of rents.

The full financial impact of these delays is ongoing. We have also been forced to devote considerable manpower (project management, consultants, professionals, etc.) to ensure that Glasswall complies with its contract and intend on holding Glasswall responsible for all damages we incur. We reserve our rights under the contract including the right to terminate pursuant to Article 7.2.1. Please be guided accordingly.

Very truly yours,

Monadnock Construction Inc.

By: 

Nicholas Lembo, President

cc: Henry Minissale, Westchester Fire Insurance Company/Ace USA  
Frank Monterisi, The Related Companies, LP  
Michael Trovini, The Related Companies, LP  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.







October 25, 2013

**By FACSIMILE, EMAIL, and Courier with Proof of Delivery**

Westchester Fire Insurance Company/ACE USA  
PO Box 5108  
Scranton, PA 18505-0525  
Henry Minissale, claims

**PERFORMANCE BONDS SECTION 3.2 NOTICE**

Re: (a) Performance Bond No. K08840258 dated February 11, 2013 regarding the project known as HPS "Parcel B" 1-55 Borden Avenue, Long Island City, New York and (b) Performance Bond No. K08840295 dated February 12, 2013 regarding the project known as HPS "Parcel A" 1-50 50th Avenue, Long Island City, New York.

Dear Mr. Minissale:

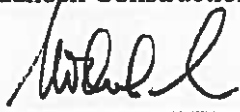
Enclosed herewith is a copy of a Notice of Continuing Default we sent Glasswall LLC ("Glasswall") on October 23, 2013. This letter shall serve as notification to Westchester Fire Insurance Company ("WFIC") pursuant to section 3.2 of the above referenced Performance Bond No. K08840258 and Performance Bond No. K08840295 that Glasswall remains in default.

Since issuance of our September 16, 2013 Notice of Default to Glasswall, we have spoken to, met, and exchanged correspondence with both Glasswall and WFIC to explore options to cure the default and mitigate damages we have suffered and continue to suffer as a result of Glasswall's delays in delivering window assemblies to the HPS Parcel A and B projects ("Projects"). Unfortunately, to date, no window assemblies have been delivered to the Projects.

Please be advised that notwithstanding said conversations, meetings and correspondence, as well as any ones prior or subsequent thereto, same are without prejudice to our sub-contractual and bond rights and shall not be construed as a waiver, estoppel or modification of any or all of our rights, remedies and defenses, legal or equitable, whether expressly mentioned herein or not, all of which remain reserved.

Please be guided accordingly.

Very truly yours,  
Monadnock Construction Inc.

By:   
Nicholas Lembo, President

cc: Ugo Colombo, Glasswall, LLC  
Frank Monterisi, The Related Companies  
Michael Trovini, The Related Companies  
Clinton D. Flagg, Esq.  
Lawrence L. Flynn, Esq.









December 31, 2013

**Via Email and Fed Ex**

Glasswall, LLC  
3550 N.W. 49<sup>th</sup> Street  
Miami, FL 33142  
Attn: Mr. Ugo Colombo, Chairman

Re: (a) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel A" (Bond No. K08840295) and, (b) Agreement between Monadnock Construction, Inc. and Glasswall, LLC dated January 3, 2013 for the project known as HPS "Parcel B" (Bond No. K08840258)

**NOTICE OF CONTINUING DEFAULT**

Dear Mr. Colombo:

This letter shall serve as written notice of continuing default for both of the above referenced agreements pursuant to Article 7.2.1 thereof.

As you are well aware, the Glasswall contracts required Glasswall to ship window assemblies to Parcel B of the Hunters Point South project starting on July 1, 2013 and to Parcel A starting on September 1, 2013. Glasswall did not meet those dates. On March 15, 2013, the project schedule was updated and reflected window assembly delivery start dates of August 7, 2013 for Parcel B and of August 29, 2013 for Parcel A. Glasswall did not meet those delivery start dates either. The contract also required Glasswall to fabricate, and store off site, windows and doors as necessary to allow for their timely and continuous installation (Rider 5, ¶17.d.2) at a rate of 2 floors per week (Rider 5, ¶37) while keeping pace 6 floors below the superstructure contractor (Rider 5, ¶4.3.b), who has now completed both buildings. Glasswall has failed to meet any of the aforementioned conditions. Although Monadnock has asked Glasswall several times for a recovery schedule that would show how Glasswall intends to accelerate its production to make up for lost time, Glasswall has refused to provide same. The last schedule produced by Glasswall (11/20/13) has not been followed and even if it would have been, it would have guaranteed that Glasswall would never recover the time it has lost.

Moreover, serious quality assurance/quality control ("QA/QC") issues have plagued Glasswall's production. The attached 12/27/13 Israel Berger & Associates, LLC ("IBA") list of



open deficiencies amply demonstrates Glasswall's QA/QC problems...and that list was based on IBA's observations of less than all of the windows assemblies Glasswall claims to have completed.

Last, Glasswall has anticipatorily breached the contract by demanding payment before it is due (and declaring its refusal to ship window assemblies if ordered to do so by Monadnock) for defective window assemblies, stored at Glasswall, and requisitioned in false quantities.

We once again demand that Glasswall cure its delivery and QA/QC defaults. We reserve our rights under the contract including the right to terminate pursuant to Article 7.2.1. This letter is written without prejudice to Monadnock's contractual and bond rights and shall not be construed as a waiver, estoppel or modification of any or all of Monadnock's rights, remedies and defenses, legal or equitable, whether expressly mentioned herein or not, all of which remain reserved. Please be guided accordingly.

Very truly yours,

Monadnock Construction Inc.

By:   
Greg Bauso, Senior Vice President

cc: Henry Minissale, WFIC/ACE USA  
Frank Monterisi, HPS







December 31, 2013

**Via Email and Fed Ex**

Westchester Fire Insurance Company/ACE USA  
PO Box 5108  
Scranton, PA 18505-0525  
Henry Minissale, claims

Re: (a) Performance Bond No. K08840258 dated February 11, 2013 regarding the project known as HPS "Parcel B" 1-55 Borden Avenue, Long Island City, New York and (b) Performance Bond No. K08840295 dated February 12, 2013 regarding the project known as HPS "Parcel A" 1-50 50th Avenue, Long Island City, New York.

**PERFORMANCE BONDS SECTION 3.2 NOTICE**

Dear Mr. Minissale:

Enclosed herewith is a copy of a Notice of Continuing Default we sent Glasswall LLC ("Glasswall") earlier today. This letter shall serve as notification to Westchester Fire Insurance Company ("WFIC") pursuant to section 3.2 of the above referenced Performance Bond No. K08840258 and Performance Bond No. K08840295 that Glasswall remains in default.

Since issuance of our September 16, 2013 Notice of Default to Glasswall, and our October 23, 2013 Notice of Continuing Default to Glasswall, we have spoken to, met, and exchanged correspondence with Glasswall to explore options to cure the default and mitigate damages we have suffered and continue to suffer as a result of Glasswall's delays in delivering window assemblies to the HPS Parcel A and B projects ("Projects") as well as quality assurance/quality control issues ("QA/QC") in many of the window assemblies that have been manufactured. Unfortunately, to date, no window assemblies have been delivered to the Projects and QA/QC issues remain unresolved.

Please be advised that notwithstanding said conversations, meetings and correspondence, as well as any ones prior or subsequent thereto, same are without prejudice to our sub-contractual and bond rights and shall not be construed as a waiver, estoppel or modification of any or all of our rights, remedies and defenses, legal or equitable, whether expressly mentioned herein or not, all of which remain reserved.





Please be guided accordingly.

Very truly yours,

Monadnock Construction Inc.

By:   
Greg Bauso, Senior Vice President

cc: Ugo Colombo, Glasswall, LLC  
Frank Monterisi, HPS